

MORTGAGE OF REAL PROPERTY.

P. D. 22
P. L.
C. L.
C. D.
C. I.

THIS INDENTURE, Made this 5th day of February, A. D., 1907, between George W. Adams of Indian Territory, and Minnie E. Adams, his wife, and A. A. Thayer of Cleveland, Ohio, witnesseth, that

WHEREAS, the said George W. Adams is justly indebted to the said A. A. Thayer in the sum of Seven Hundred Dollars DOLLARS. (\$ 700.00) which is evidence by one certain promissory note of even date herewith, to-wit:

One note due Feb 5th, 1907, for \$ 700.00; one note due Feb 5th, 1907, for \$ 700.00

NOW, THEREFORE, the said George W. Adams and Minnie E. Adams his wife, for the better securing the payment of the money aforesaid, with interest thereon according to the tenor and effect of said note above mentioned, do hereby grant, bargain, sell and convey unto the said A. A. Thayer his heirs and assigns forever, the following described real estate, to-wit:

All the North Half of the Southwest Quarter of the Southeast Quarter of Section Thirteen (13) Township Twenty (20) Range Twelve (12) and the Northeast Quarter of the Southwest Quarter of the Northeast Quarter of Section Twenty four (24) Township Twenty (20) Range Twelve East and containing in all thirty acres.

with all the improvements thereon at the present time, or that hereafter may be placed thereon, together with all the privileges and appurtenances thereto belonging.

TO HAVE AND TO HOLD the above granted, bargained, and described premises unto the said A. A. Thayer his heirs and assigns and unto his own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said part of the first part, covenant and agree with the said part of the second part, to keep the improvements on the said property at all times in a state of good repair and constantly insured for the benefit of the said part of the second part, his heirs and assigns in one or more insurance companies satisfactory to the said part of the second part, against fire, lightning or tornadoes. Should the part of the first part make default in the performance of any of these stipulations, the said part of the second part may immediately perform and discharge the same, and all accounts so expended by the said part of the second part, heirs or assigns, in paying said taxes, insurance premiums, liens or special assessments or in protecting said title, or making said repairs, shall become a debt due in addition to the indebtedness aforesaid, and secured in like manner by this mortgage, and shall bear interest from the time of the payment thereof at the rate of eight per cent per annum payable on demand.

And for the consideration aforesaid, and for divers other good and valuable considerations, I, Minnie E. Adams wife of said George W. Adams, do hereby release and quit-claim unto the said A. A. Thayer his heirs and assigns, all my right, claim or possibility of dower in and out of the aforescribed premises.

CONDITIONED, However, that if the said George W. Adams his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said A. A. Thayer his executors, administrators, or assigns, the aforesaid sum of money, with interest thereon, according to the tenor of said note then this instrument shall be void other wise to remain in full force and effect.

IN TESTIMONY WHEREOF We have hereunto set our hands on this the day and year first above written.

George W. Adams (I. S.)

Minnie E. Adams (I. S.)

UNITED STATES OF AMERICA,
WESTERN DISTRICT,
INDIAN TERRITORY

BE IT REMEMBERED: That on this day came before me, the undersigned, a Notary Public within and for the Western District of Indian Territory aforesaid, duly commissioned and acting George W. Adams to me known as the mortgagor, in the foregoing instrument, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth.

And on the same day voluntarily appeared before me, the said Minnie E. Adams wife of said George W. Adams to me well known, and in the absence of her said husband declared that she had, of her own free will, executed said deed and signed and sealed the relinquishment of dower and homeestead said mortgage for the consideration and purposes therein contained and set forth, without compulsion or undue influence of her said husband.

WITNESS my hand and seal as such Notary on this 5th day of February, 1907

(SEAL) Western District Indian Territory

My commission expires June 27, 1907

Chas. Haley Notary Public.

Filed for record Feb 11, 1907, at 10 o'clock A. M.

Chas. Lorton
County Clerk or Officer Recorder